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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。
Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the Composite Document dated 30 September 2019 (the "Composite Document") jointly issued by Baosteel Hong Kong Investment Company Limited as the offeror (the "Offeror") and Maanshan Iron & Steel Company Limited as the offeree company (the "Company").
除文義另有所指外，本接納表格所用詞彙與寶鋼香港投資有限公司(作為要約人)(「要約人」)及馬鞍山鋼鐵股份有限公司(作為受要約公司)(「本公司」)聯合刊發日期為二零一九年九月三十日之綜合文件(「綜合文件」)所界定者具有相同涵義。
THIS FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.
閣下如欲接納要約，請使用本接納表格。

 **馬鞍山鋼鐵股份有限公司**
Maanshan Iron & Steel Company Limited

(A joint stock limited company incorporated in the People's Republic of China)

(Stock Code: 00323)

Maanshan Iron & Steel Company Limited

馬鞍山鋼鐵股份有限公司

(A joint stock limited company incorporated in the People's Republic of China)
(在中華人民共和國註冊成立之股份有限公司)
(Stock Code: 323)
(股份代號：323)

**FORM OF ACCEPTANCE AND TRANSFER OF H SHARE(S)
OF RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF
MAANSHAN IRON & STEEL COMPANY LIMITED**

馬鞍山鋼鐵股份有限公司

已發行股本中每股面值1.00人民幣之H股之接納及過戶表格

All parts should be completed except the sections marked "Do not Complete"

除註明「請勿填寫本欄」之項外，每項均須填妥

HONG KONG BRANCH SHARE REGISTRAR:

Hong Kong Registrars Limited

Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

香港股份過戶登記分處：

香港證券登記有限公司

香港灣仔皇后大道東183號合和中心17樓1712-1716室

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) of RMB1.00 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document, and the Transferee(s) hereby agrees to accept and hold the Share(s) subject to such terms and conditions.

根據本表格及綜合文件載列之條款及條件，下列「轉讓人」謹此按下列代價，將以下註明由其持有每股面值1.00人民幣之股份轉讓予下列「承讓人」，而承讓人謹此同意在有關條款及條件規限下接納及持有相關股份。

Number of H Share(s) to be transferred (Note) 將予轉讓之H股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱 Registered address 登記地址	Forename(s) 名字 Telephone number 電話號碼
CONSIDERATION 代價	HK\$2.97 in cash for each H Share 每日股現金2.97港元	
TRANSFEEE 承讓人	Name: 名稱：Baosteel Hong Kong Investment Company Limited 寶鋼香港投資有限公司 Registered address: 登記地址：Room 2901, 29/F, Office Tower, Convention Plaza, No. 1 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道1號會展廣場辦公大樓29樓2901室 Occupation: 職業：Corporation 法人團體	

Signed by or for and on behalf of the Transferor(s) in the presence of:

轉讓人或其代表在下列見證人見證下簽署：

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Signature(s) of Transferor(s) or its duly authorized agent/company chop, if applicable
轉讓人或其正式授權代理人簽署/公司印章(如適用)

Date of submission of this Form of Acceptance
提交本接納表格之日期

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名登記持有人
均需於本欄
簽署

Do not complete 請勿填寫本欄

Signed by or for and on behalf of the Transferee in the presence of:
承讓人或其代表在下列見證人見證下簽署：

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Date 日期

For and on behalf of 代表

Baosteel Hong Kong Investment Company Limited
寶鋼香港投資有限公司

Authorized Signatory(ies) 獲授權簽署人

Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署

Note: Insert the total number of H Shares for which the Offer is accepted. If no number is specified or if the total number of H Shares specified in this Form of Acceptance is greater than the number of H Shares tendered and you have signed this Form of Acceptance, your Form of Acceptance in respect of the Offer will be considered to be incomplete and accordingly, your acceptance of the Offer will be invalid and returned for correction. If the number of H Shares specified in this Form of Acceptance is smaller than the H Shares tendered by you and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the H Shares equal to the number of the H Shares specified in this Form of Acceptance.

附註：請填上接納要約所涉及之H股總數。倘並無指定數目或倘於本接納表格所列明之H股總數大於所交回之H股數目，而閣下已簽署本接納表格，則閣下有關於要約之接納表格將被視為不完整，而閣下有關於要約之接納表格將因此為無效且被退回以進行修正。倘本接納表格所列明之股份數目少於閣下所交回之H股數目，而閣下已簽署本接納表格，則閣下將被視為就相等於本接納表格所列明H股數目之H股接納要約。

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Form of Acceptance, the Offer or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your H Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

CICC is making the Offer for and on behalf of the Offeror. The Composite Document will not be filed under any laws or rules of any jurisdiction other than Hong Kong. The availability of the Offer to any persons not resident in Hong Kong may be affected by the applicable laws of the relevant overseas jurisdiction. The making of the Offer to the Offer Shareholders whose registered addresses are in jurisdictions outside Hong Kong may be prohibited or affected by the laws or regulations of the relevant jurisdictions. Such Overseas H Shareholders who are citizens, residents or nationals of a jurisdiction outside of Hong Kong and who wish to accept the Offer should inform themselves about and observe any applicable requirements in their own jurisdictions and, where necessary, seek legal advice. It is the responsibility of the Overseas H Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdictions) and, where necessary, consult their own professional advisers.

Acceptance of the Offer by any Overseas H Shareholder will constitute a warranty by any such persons that such person (i) is permitted under all applicable laws to receive and accept the Offer, and any revision thereof; (ii) has observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance; and (iii) has complied with any other necessary formality or legal requirement and has paid any issue, transfer or other taxes due in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws.

This Form of Acceptance should be read in conjunction with the Composite Document. Unless the context otherwise requires, terms used in this form should bear the same meanings as defined in the Composite Document.

HOW TO COMPLETE THIS FORM

The closing of the Offer is subject to the Acceptance Condition being satisfied. Offer Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Document carefully before completing this Form of Acceptance. To accept the Offer made by CICC for and on behalf of the Offeror to acquire your H Share(s), you should complete and sign this Form of Acceptance overleaf and forward this entire form, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of H Shares in respect of which you wish to accept the Offer, by post or by hand, marked "Maanshan Iron & Steel Company Limited – General Offer" on the envelope, to Hong Kong Registrars Limited, at Rooms 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, in any event no later than 4:00 p.m. on the first Closing Date or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror and CICC

1. My/Our execution of this Form of Acceptance overleaf (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by CICC for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of H Shares specified in this Form of Acceptance or, if no number is specified or if the total number of H Shares specified in this Form of Acceptance is greater than the H Shares tendered as supported by the Share Certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), in respect of such number of the H Shares tendered by me/us, as supported by the relevant Share Certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof). If the number specified in this Form of Acceptance is smaller than the H Shares tendered as supported by the relevant Share Certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), I/we shall be deemed to have accepted the Offer in respect of the H Shares as shall be equal to the number of the H Shares specified in this Form of Acceptance, provided such number of H Shares shall not be counted towards as validly accepted unless Note 1 to Rule 30.2 of the Takeovers Code is met;
 - (b) my/our irrevocable instruction and authority to each of the Offeror, CICC and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the H Share(s) due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share Certificate(s), subject to the terms and conditions of the Offer, as if it was/they were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror or CICC or any of their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer (less seller's Hong Kong ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our own risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Offer Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within seven Business Days (as defined under the Takeovers Code) following the later of the date on which the Offer becomes, or is declared, unconditional and the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;
(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Offer Shareholder or the first-named of joint registered Offer Shareholders.)
Name: (in BLOCK LETTERS) _____
Address: (in BLOCK LETTERS) _____
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or CICC, the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the H Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or CICC, the Registrar and/or such person or persons as any of them may direct to complete and execute the form of acceptance or any document on my/our behalf in connection with my/our acceptance of the Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our H Share(s) tendered for acceptance under the Offer;
 - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our H Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all liens, claims, encumbrances and all third party rights and with all rights attached thereto as at the date of the Composite Document, including the right to receive in full all dividends and other distributions, if any, declared, paid or made on or after the date of the Composite Document;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CICC and/or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein; and
 - (h) my/our appointment of the Offeror and/or CICC as my/our attorney in respect of all the H Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Offer is made in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and CICC and the Company that (i) the H Shares tendered under the Offer (together with all rights attaching to them as at the date on which the Offer is made or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid by the Company on or after the date on which the Offer is made, i.e., the date of this Composite Document), are sold by such person or persons free from all Encumbrances whatsoever and any other third party rights of any nature; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner and parties acting in concert with any of them, the Company, CICC or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. I/We hereby warrant and represent to the Offeror, CICC and the Company that I am/we are the registered holder(s) of the H Share(s) specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our H Share(s) to the Offeror by way of acceptance of the Offer.
4. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you or any one of you to return to me/us my/our Share Certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Offer Shareholders) at the registered address shown in the register of members of the Company.
Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror or CICC or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).
5. I/We hereby warrant and represent to the Offeror and the Company that I/we (i) am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof; (ii) has/have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance; and (iii) has/have complied with any other necessary formality or legal requirement and has paid any issue, transfer or other taxes due in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws.
6. I/We hereby warrant and represent to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
7. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of H Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of this Form of Acceptance, Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
8. I/We acknowledge that my/our H Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee(s).
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, CICC and the Company (so as to bind my/our successors and assignees) that in respect of the H Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
 - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such H Shares into certificated form) to the attention of the Offeror at the Registrar at Rooms 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such H Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such H Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
 - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格、要約任何方面或應採取之行動有任何疑問，應諮詢持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下H股全部售出或轉讓，應立即將本接納表格及隨附之綜合文件送交買主或承讓人或經手買賣或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

中金公司為及代表要約人作出要約。綜合文件將不會根據香港以外任何司法權區之任何法律或規則進行備案。向任何並非居於香港之人士提呈要約或會受相關境外司法權區之適用法律影響。向登記地址為香港境外司法權區之要約股東提呈要約可能遭相關司法權區之法律或法規禁止或受其影響。屬香港境外司法權區之公民、居民或國民且有意接納要約之該等海外H股股東應知悉並遵守本身所處司法權區之任何適用規定，並在有需要時，尋求法律意見。海外H股股東如欲接納要約，則有責任就接納要約全面遵守相關司法權區之法律及法規(包括取得可能需要之任何政府或其他同意，或遵守其他必要手續，以及繳付任何就該等司法權區應繳之過戶或其他稅項)，並在有需要時，諮詢其本身專業顧問。

任何海外H股股東接納要約將構成該等人士作出的一項保證，即該等人士(i)已根據所有適用法律獲允許接收及接納要約及其任何修訂；(ii)已遵守相關司法權區關於該接納之所有適用法律及法規，及(iii)已遵守任何其他必要程序或法律規定，並已支付該司法權區之任何發行、過戶或其他應付稅項，而該接納將根據所有適用法律屬有效及具約束力。

本接納表格應與綜合文件一併閱讀。除文義另有所指外，本表格所用詞彙與綜合文件所界定者具有相同涵義。

本表格填寫方法

要約完成須待要約條件獲達成。要約股東務請先一併細閱本接納表格及綜合文件後，方始填寫本接納表格。 閣下如欲接納中金公司為及代表要約人提出之收購 閣下H股之要約，應填妥及簽署本接納表格之背頁，然後將整個表格並連同不少於 閣下有意接納要約不少於所涉及之H股之相關股票(「股票」)及／或過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)以郵遞或以專人送交香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712–1716室，信封面請註明「馬鞍山鋼鐵股份有限公司－全面要約」，惟無論如何須於首個完成日期下午四時正(或要約人根據收購守則可能釐定並公佈之較後時間及／或日期)前送達。綜合文件附錄一所載之條文已載入本接納表格，並構成其中一部份。

有關要約之接納表格

致： 要約人及中金公司

1. 本人／吾等簽立本接納表格之背頁(不論該表格是否已註明日期)，本人／吾等之繼承人及受讓人將受此約束，並構成：

(a) 本人／吾等按綜合文件及本接納表格所載代價及條款與條件，就本接納表格所列明之H股數目，或倘並無列明數目或倘本接納表格所列明H股總數大於按股票、過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)所交回的H股數目，則就本人／吾等按股票、過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)所交回的H股數目，不可撤回地接納綜合文件所載由中金公司為及代表要約人提出之要約；倘本接納表格所列明數目小於按股票、過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)所交回的H股數目，則本人／吾等應被視為已就相等於本接納表格所列明H股數目的H股接納要約，惟除非符合收購守則規則30.2附註1的規定，該等H股數目不會計算為有效接納；

(b) 本人／吾等不可撤回地分別指示並授權要約人、中金公司及／或彼等各自之任何代理人，代表本人／吾等從 貴公司或過戶登記處領取將根據本人／吾等已正式簽署且呈交之隨附過戶收據及／或其他所有權文件(如有)及／或任何就此所需令人信納之彌償保證)發行予本人／吾等之H股之股票，並將有關股票送交過戶登記處，以及授權並指示過戶登記處根據要約之條款及條件持有有關股票，猶如有關股票乃與本接納表格一併送交過戶登記處無異；

(c) 本人／吾等不可撤回地分別指示並授權要約人或中金公司或彼等各自之任何代理人，將本人／吾等根據要約之條款應得之現金代價(減本人／吾等就接納要約應付之賣方香港從價印花稅)，以「不得轉讓－只准入抬頭人賬戶」方式劃線開出支票予本人／吾等，然後盡早惟無論如何在要約成為或宣佈成為無條件以及於過戶登記處接獲使有關接納要約完整及有效之所有有關文件之日期(以較後者為準)後七個營業日(定義見收購守則)之內，按以下地址以平郵方式寄發予下文所列人士(如未有於下欄列明姓名及地址，則按 貴公司股東名冊所示之登記地址寄予本人或吾等當中排名首位之人士(如屬聯名登記之要約股東))，郵誤風險由本人／吾等自行承擔；

(附註： 倘接收支票之人士並非登記要約股東或排名首位之聯名登記股東，則請在本欄填上接收支票人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

(d) 本人／吾等不可撤回地分別指示並授權要約人及／或中金公司、登記處及／或彼等任何一方可能就此指定之一名或多名人士代表本人／吾等以根據要約出售H股賣方之身份，訂立及簽立香港法例第117章印花稅條例所規定須由本人／吾等訂立及簽立之買賣單據，並安排按該條例之條文加蓋印花及在本表格背書證明；

(e) 本人／吾等不可撤回地分別指示並授權要約人及／或中金公司、登記處及／或彼等任何一方可能指定之一名或多名人士代表本人／吾等就本人／吾等接納要約填妥並簽立接納表格或任何文件，並作出任何其他必需或適當行動，以使本人／吾等根據要約提交以供接納之H股轉歸要約人或其可能指定之該名或該等人士所有；

(f) 本人／吾等承諾於可能屬必要或適當時簽立其他文件並作出有關行動及事宜，以進一步確保本人／吾等根據要約提交以供接納之H股轉讓予要約人或其可能指定之該名或該等人士，而上述H股將不附帶一切留置權、申索、產權負擔及一切第三方權利，但附帶於綜合文件日期所附帶之一切權利，包括悉數收取於綜合文件日期或之後宣派、派付或作出之一切股息及其他分派(如有)之權利；

(g) 本人／吾等同意追認要約人及／或中金公司及／或彼等各自之任何代理人或彼等任何一方可能指定之一名或多名人士於行使本接納表格所載任何授權時可能作出或進行之各種行動或事宜；及

(h) 本人／吾等委任要約人及／或中金公司為本人／吾等就本表格有關之全部H股之委任代理人，該授權於要約在各方面獲提呈之日期及時間起生效，且隨後不得撤回。

2. 本人／吾等明白本人／吾等接納要約將被視為構成本人／吾等向要約人、中金公司及 貴公司保證，(i)根據要約所交回的H股(連同於要約提出日期或其後附帶之所有權利，包括悉數收取於作出要約日期，即本綜合文件日期或之後 貴公司宣派、作出或派付之一切股息及其他分派(如有)之權利，由該人士或該等人士出售，且不得帶所有產權負擔及任何性質之任何其他第三方權利；及(ii)本人／吾等並無採取或遺漏採取任何行動，而將會或可能導致要約人、其實益擁有人及與其一致行動的人士、 貴公司、中金公司或任何其他人士違反任何司法權區與要約或本人／吾等接納要約有關之法例或監管規定，且本人／吾等根據所有適用法律及法規獲允許接收及接納要約及其任何修訂，而該接納將根據所有適用法律及法規屬有效及具約束力。

3. 本人／吾等謹此向要約人、中金公司及 貴公司保證及聲明，本人／吾等為本表格所列明H股之登記持有人，而本人／吾等具有十足權利、權力及授權以接納要約之方式，向要約人出售及移交本人／吾等之H股之所有權及擁有權。

4. 倘根據要約之條款，本人／吾等之接納被視作無效，則上文第1段所載一切指示、授權及承諾將告終止，在此情況下，本人／吾等授權並要求 閣下或其中任何一方以平郵方式將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)，連同已正式註銷之本表格一併寄回上文第1(c)段所指人士及地址，或如姓名及地址欄內空白，則按 貴公司股東名冊所示登記地址寄回本人或吾等當中排名首位之人士(如屬聯名登記要約股東)，郵誤風險概由本人／吾等自行承擔。

附註： 倘 閣下寄發一份或以上過戶收據而要約人或中金公司或彼等各自之任何代理人任何一方同時於 閣下接納要約後代表 閣下從 貴公司或過戶登記處領取相關股票，則 閣下將獲交還股票而並非過戶收據。

5. 本人／吾等謹此向要約人及 貴公司保證及聲明，本人／吾等(i)已根據所有適用法律獲允許接收及接納要約及其任何修訂；(ii)已遵守相關司法權區關於該接納之所有適用法律及法規，及(iii)已遵守任何其他必要程序或法律規定，並已支付該司法權區之任何發行、過戶或其他應付稅項，而該接納將根據所有適用法律屬有效及具約束力。

6. 本人／吾等謹此向要約人及 貴公司保證及聲明，本人／吾等將全面負責支付本人／吾等於 貴公司股東名冊所列地址所在司法權區就本人／吾等接納要約應付之任何過戶或其他稅項及徵費。

7. 本人／吾等茲附上本人／吾等持有之全部／部份H股之相關股票及／或過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)，由 閣下按要約之條款及條件予以持有。本人／吾等了解所交回之本接納表格、股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需令人信納之彌償保證)概不獲發收據。本人／吾等亦了解以平郵方式寄發所有文件之郵誤風險概由本人／吾等自行承擔。

8. 本人／吾等知悉以接納要約之方式向要約人出售本人／吾等之H股，將以要約人或其代名人之名義登記。

9. 本人／吾等就要約所涉及已接納或被視為已接納H股，而其接納並未被有效撤回及並無以要約人之名義或按其指示登記，向要約人、中金公司及 貴公司不可撤回地承諾、聲明、保證及同意(以約束本人／吾等之繼承人及受讓人)：

(a) 本人／吾等授權 貴公司及／或其代理人將可能須向本人／吾等作為 貴公司股東寄發之任何通告、通函、通知書或其他文件或通訊(包括任何股票及／或因將該等H股轉為證書形式而發出之其他所有權文件)送交過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712–1716室)予要約人；

(b) 不可撤回地授權要約人或其代理人代表本人／吾等簽署任何同意書，同意縮短 貴公司任何股東大會通知期及／或出席及／或簽立有關該等H股之代表委任表格，以委任要約人提名之任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使該等H股所附帶之投票權，而該等投票權將以要約人全權酌情釐定之方式作出投票；及

(c) 本人／吾等協定，在未得要約人之同意下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何股東大會委任代表，或親身出席股東大會，及在上文所規限下，如本人／吾等以往已就 貴公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人／吾等謹此明示撤回有關委任。

10. 本人／吾等確認，除綜合文件及本接納表格明文規定外，在此作出之所有接納、指示、授權及承諾均為不可撤回及為無條件。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, CICC and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Privacy Ordinance**”).

1. Reasons for the collection of your personal data

To accept the Offer for your H Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Offeror and/or CICC and/or the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this Form of Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the H Share(s) out of your name(s);
- maintaining or updating the relevant register of holders of H Share(s);
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror, CICC and/or the Company or their respective agents, officers, advisers and the Registrar;
- compiling statistical information and Offer Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror, CICC and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CICC and/or the Company to discharge their obligations to the Offer Shareholders and/or regulators and other purpose to which the Offer Shareholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror, CICC, the Company and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, CICC and/or their respective agent(s), officers, advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, CICC, the Company and/or the Registrar, in connection with the operation of their business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, CICC, the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror, CICC and/or the Registrar will keep the personal data provided in this Form of Acceptance for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Privacy Ordinance.

5. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, CICC, the Company and/or the Registrar hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Offeror, CICC, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, CICC, the Company and/or the Registrar (as the case may be) at the respective addresses provided on this Form of Acceptance and/or the Composite Document.

BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE

個人資料

個人資料收集聲明

本個人資料收集聲明旨在知會 閣下有關要約人、中金公司及過戶登記處有關個人資料及香港法例第486章個人資料(私隱)條例(「**私隱條例**」)之政策及慣例。

1. 收集 閣下個人資料之理由

倘 閣下欲就所持有之H股接納要約，則須提供所需之個人資料。倘 閣下未能提供所需資料，則可能會導致 閣下之接納遭拒絕或延誤處理。這亦可能妨礙或延誤寄發 閣下根據要約應得之代價。注意：如所提供的資料不準確， 閣下須即時知會要約人及／或中金公司及／或本公司及／或過戶登記處。

2. 用途

閣下於本接納表格所提供之個人資料可能會就下列用途加以運用、持有及／或保存(以任何方式)：

- 處理 閣下之接納及核實遵從本接納表格及綜合文件載列之條款及申請程序；
- 登記將H股從 閣下名下轉讓；
- 保存或更新相關之H股股份持有人名冊；
- 核實或協助核實簽名，以及對任何其他資料進行核實或交換；
- 確定 閣下根據要約應得之配額；
- 自要約人、中金公司及／或本公司或其各自之代理人、職員、顧問及過戶登記處收取通訊；
- 編製統計資料及要約股東概覽；
- 遵照法例、規則或規例(無論法定或非法定)之要求作出披露；
- 披露有關資料以便申索或享有配額；
- 與要約人、中金公司及／或過戶登記處業務有關之任何其他用途；及
- 與上文所述有關之任何其他附帶或相關用途及／或以便要約人、中金公司及／或本公司履行彼等對要約股東及／或監管機構之責任及要約股東可能不時同意或獲悉之其他用途。